

# **Exhibit T**

May 21 03 02:31p

## NETWORK ADJUSTER

**7205299345**

**p. 2**

**Specialty National Insurance Company**

**Home Office:**  
**One Kemper Drive**  
**Long Grove, IL 60049**

**Administrative Office:**  
7501 E. McCormick Parkway, 200 North  
Scottsdale, AZ 85258



## COMMON POLICY DECLARATIONS

**Policy No. 3XZ17069401**  
**Replacement No. 3XZ17069400**

**NAMED INSURED AND MAILING ADDRESS:  
ENGLISH BROTHERS FUNERAL HOME INC.**

2201 AVENUE Z  
BROOKLYN NY 11235

**AGENT NAME AND ADDRESS:**

**THE WHITMORE GROUP LTD.**  
**370 OLD COUNTRY ROAD, SUITE 200**  
**GARDEN CITY NY 11530-9004**

**AGENT NO.: 430156**

**POLICY PERIOD:** From 08/01/2002 To 08/01/2003  
at 12:01 a.m. Standard Time at your mailing address shown above.

**BUSINESS DESCRIPTION: FUNERAL HOME**

**In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy.**

**This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject adjustment.**

		PREMIUM
Commercial Auto Coverage Part	\$	NOT COVERED
Commercial Crime Coverage Part	\$	NOT COVERED
Commercial General Liability Coverage Part	\$	NOT COVERED
Commercial Inland Marine Coverage Part	\$	NOT COVERED
Commercial Property Coverage Part	\$	NOT COVERED
Businessowners Policy	\$	2,931.00
	\$	
	\$	
	\$	
	\$	
TOTAL PREMIUM	\$	2,931.00
TAX		17.56
TOTAL		2,948.56

**FORMS APPLICABLE TO ALL COVERAGE PARTS:**

**See Attached Schedule Of Forms And Endorsements.**

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE P/ DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSU TO FORM A PART THEREOF. COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED 09/26/2002, by \_\_\_\_\_  
DATE AUTHORIZED REPRESENTATIVE

**ZC 25202a (7/00)**

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**SCHEDULE OF FORMS AND ENDORSEMENTS**

Policy No. 3XZ17069401

Effective Date: 08/01/2002  
12:01 A.M., Standard Time

Named Insured: ENGLISH BROTHERS FUNERAL HOME INC. Agent No. 430156

- ✓ BOP109 1200 Subsidence Exclusion
- ✓ BOP110 1200 Lead Contamination Exclusion
- ✓ BOP111 1200 Contractors Special Conditions
- ✓ BOP112 1200 Asbestos Exclusion
- ✓ BOP115 1200 Punitive Or Exemplary Damage Exclusion
- ✓ BOP119 1200 Death Care Services Amendatory Endorsement
- ✓ BOP120a 0701 Declarations Death Care Services Businessowners Supplemental
- BOP121 1200 Equipment Breakdown Endorsement
- ✓ BOP132 1200 Death Care Services Professional Liability Coverage
- ✓ BOP196 0701 Deductible Liability Endorsement
- BP0002 1299 Businessowners Special Property Coverage Form
- ✓ BP0006 0197 Businessowners Liability Coverage Form
- BP0009 0197 Businessowners Common Policy Conditions
- BP0115 0700 New York Changes
- BP0151 0197 New York Changes - Transfer Of Duties When A Limit Of Insurance Is Used Up
- BP0417 0196 Employment-Related Practices Exclusion
- IL0003 0689 NE/NY/TX/VA Calculation of Premium
- IL0017 1198 Common Policy Conditions
- IL0183 0498 New York Changes-Fraud
- ZC25144 0899 Signature Page
- ZC25202a 0700NY/PA Declarations Common Policy

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ENDORSEMENT NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
3XZ17069401	08	01	2002	A.M.		ENGLISH BROTHERS FUNERAL HOME INC.	THE WHITMORE GROUP LTD. 430156

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SUBSIDENCE EXCLUSION**

This endorsement modifies coverage provided under the following:

**BUSINESSOWNERS POLICY**The **Businessowners Liability Coverage Form** is amended to add the following exclusion:

This insurance does not apply to "bodily injury", "property damage" or "personal injury" or "advertising injury" caused by, resulting from, attributable or contributed to, or aggravated by the subsidence of land as a result of landslide, mudflow, sinking, shifting, slipping, falling away, caving in, eroding, rising, tilting, or any other movements of land or earth, resulting from operations of any insured or any subcontractor of any insured.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
09/26/2002  
DATE

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P. E

ENDORSEMENT NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
3XZ17069401	08	01	2002	A.M.		ENGLISH BROTHERS FUNERAL HOME INC.	THE WHITMORE GROUP LTD. 430166

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEAD CONTAMINATION EXCLUSION**

This endorsement modifies coverage provided under the following:

**BUSINESSOWNERS POLICY**

The **Businessowners Liability Coverage Form** is amended to add the following exclusion:

This insurance does not apply to "occurrences" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; or from the operations of the insured, which result in:

- a. "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property damage" arising from any form of lead;
- c. "Personal injury" arising from any form of lead;
- d. "Advertising injury" arising from any form of lead;
- e. Medical payments arising from any form of lead;
- f. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, lead; or
- g. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
09/26/2002  
DATE

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ENDORSEMENT NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
3XZ17069401	08	01	2002	A.M.		ENGLISH BROTHERS FUNERAL HOME INC.	THE WHITMORE GROUP LTD. 430156

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS SPECIAL CONDITIONS**

The following condition has been added to the policy:

**CONTRACTORS SPECIAL CONDITIONS**

You will obtain certificates of insurance from all independent contractors providing evidence of:

1. Limits of insurance equal to or greater than the limits provided by this policy; and
2. Coverage equal to or greater than the coverages provided by this policy.

Failure to comply with this condition does not alter the coverage provided by this policy. However, should you fail to comply a premium charge will be made. This premium charge will be based on the "total cost" of all work sublet.

"Total cost" means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
09/26/2002  
DATE

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ENDORSEMENT NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
3XZ17069401	08	01	2002	A.M.		ENGLISH BROTHERS FUNERAL HOME INC.	THE WHITMORE GROUP LTD. 430156

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ASBESTOS EXCLUSION**

This endorsement modifies coverage provided under the following:

**BUSINESSOWNERS POLICY**

The Businessowners Liability Coverage Form is amended to add the following exclusion:

The coverage afforded by this policy does not apply to "bodily injury", "property damage" or "personal injury" out of:

1. Inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos; or
2. The use of asbestos in construction or manufacturing any good, product or structure; or

3. The removal of asbestos from any good, product or structure; or

4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
09/26/2002  
DATE

ENDORSEMENT NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
3XZ17089401	08	01	2002	A.M.		ENGLISH BROTHERS FUNERAL HOME INC.	THE WHITMORE GROUP LTD. 430186

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION**

In consideration of the premium charged, it is agreed that this policy shall not apply to a claim of, or indemnification for, punitive or exemplary damages, or any damages awarded pursuant to statute in the form of double, treble, or other multiple damages in excess of compensatory damages.

If "suit" is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then we will afford a defense to such action; however, we will have no obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

09/26/2002  
\_\_\_\_\_  
DATE

BOP 115 (12/00)



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p. 1

ENDORSEMENT NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
3XZ17069401	08	01	2002	A.M.		ENGLISH BROTHERS FUNERAL HOME INC.	THE WHITMORE GROUP LTD. 430156

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEATH CARE SERVICES AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS POLICY**

The following changes apply to the **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**.

- Paragraph (6) (b) under a. Buildings, of 1. Covered Property of A. Coverage is deleted and replaced with the following:
  - Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.
- The following paragraphs are added to a. Buildings of 1. Covered Property in A. Coverage:
  - Elevators and casket lifts whether inside or outside;
  - Ramps and facilities designed to accommodate the handicapped.
- The first paragraph of b. in 1. Covered Property of A. Coverage is deleted and replaced with the following:
 

Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, including;
- Item e. of 2. Property Not Covered in A. Coverage is deleted and replaced with the following:
  - Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants, all except as provided in the Outdoor Property Coverage Extension.
- Paragraphs d. (1) and d. (2) of 4. Limitations in A. Coverage are deleted and replaced with the following:
  - \$10,000 for furs, fur garments and garments trimmed with fur.
  - \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry worth \$100 or less per item.
- The first paragraph of c. Fire Department Service Charge of 5. Additional Coverages in A. Coverage is deleted and replaced with the following:
 

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:
- The last paragraph of f. Business Income in 5. Additional Coverages of A. Coverage is deleted and replaced with the following:
 

The most we will pay under this Additional Coverage and Additional Coverages g. Extra Expense and 1. Civil Authority for loss in any one occurrence is the Business Income and Extra Expense Limit of Insurance shown in the Declarations.
- The last paragraph of g. Extra Expense in 5. Additional Coverages of A. Coverage is deleted and replaced with the following:
 

We will only pay for Extra Expense that occurs

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within 12 consecutive months after the date of direct physical loss or damage.

The most we will pay under this Additional Coverage and Additional Coverages f. Business Income and 1. Civil Authority for loss in any one occurrence is the Business Income and Extra Expense Limit of Insurance shown in the Declarations.

9. The last paragraph of I. Civil Authority in 5. Additional Coverages of A. Coverage is deleted and replaced with the following:

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage.

The most we will pay under this Additional Coverage and Additional Coverages f. Business Income and g. Extra Expense for loss in any one occurrence is the Business Income and Extra Expense Limit of Insurance shown in the Declarations.

10. Item I. Increased Cost of Construction of 5. Additional Coverages in A. Coverage is deleted and replaced with the following:

I. Ordinance or Law Coverage

This Additional Coverage applies only to buildings insured on a replacement cost basis.

- (1) If a Covered Cause of Loss occurs to a Covered Building we will pay:

(a) For the loss or damage caused by the enforcement of any ordinance or law that:

(i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

(ii) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(iii) Is in force at the time of loss.

(b) The increased cost to repair, rebuild or construct the property caused by enforcement of building zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

(c) The cost to demolish and clear the

site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.

- (2) We will not pay under this coverage for loss due to any ordinance or law that:

(a) You were required to comply with before the loss, even if the building was undamaged; and

(b) You failed to comply with.

- (3) We will not pay under this coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

- (4) We will not pay for increased construction costs under this coverage:

(a) Until the property is actually repaired or replaced, at the same location or elsewhere; and

(b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years.

- (5) The amount we will pay for increased construction cost under this coverage is based on the increased cost of construction for a building of the same size:

(a) At the same premises or at a new premises if required to relocate due to an ordinance or law; and

(b) Limited to the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site.

- (6) The most we will pay for loss under this Additional Coverage is \$50,000 in any one occurrence. This is an additional Limit of Insurance.

Exclusion a. Ordinance Or Law of B. Exclusions is deleted.

The costs addressed in the Loss Payment Property Loss Condition in this Coverage Form do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage is not subject to such limitation.

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If the Ordinance or Law Coverage endorsement is attached to the policy, the coverage provided under this extension is excess.

11. Item a. Personal Property At Newly Acquired Premises of 6. Coverage Extensions in A. Coverage is deleted and replaced with the following:

a. Newly Constructed or Acquired Property

- (1) You may extend the insurance that applies to Building to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for similar use as the building described in the Declarations.

The most we will pay for loss or damage under this part of the Extension is 25% of the Limit of Insurance for Building shown in the Declarations, but not more than \$250,000.

- (2) You may extend the insurance that applies to Business Personal Property to apply to that property at any premises you acquire.

The most we will pay for loss or damage under this part of the Extension is \$250,000 at each premises.

- (3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

(a) This policy expires;

(b) 90 days expire after you acquire or begin to construct the property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the premises.

12. Item b. of 6. Coverage Extensions of A. Coverage is deleted and replaced with the following:

b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable

papers and records" or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$15,000.

13. Item c. of 6. Coverage Extensions in A. Coverage is deleted and replaced with the following:

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Extension is \$5,000, but not more than \$1,000 for any one tree, shrub or plant.

14. Paragraph (3) of e. "Valuable Papers and Records" of 6. Coverage Extensions in A. Coverage is deleted and replaced with the following:

- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$15,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$2,500.

15. Paragraph (2) of f. Accounts Receivable of 6. Coverage Extensions in A. Coverage is deleted and replaced with the following:

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$15,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$2,500.

**16. The following items are added to 6. Coverage Extensions of A. Coverage of the Businessowners Special Property Form:**

**g. Backup of Sewers and Drains**

(1) You may extend the insurance provided by this policy to apply to loss or damage to your property caused by water that:

- (a) Backs up through sewers or drains; or
- (b) Enters into and overflows from within:
  - (i) a sump pump;
  - (ii) a sump pump well; or
  - (iii) another type of system; designed to remove subsurface water from the foundation area.

(2) The most we will pay for loss or damage under this Extension is \$6,000 in one occurrence.

(3) Paragraph 1. g. (3) of B. Exclusions does not apply to this Coverage Extension.

**h. Personal Computers, EDP Equipment, Data or Media**

You may extend the insurance that applies to Business Personal Property to apply to your electronic data processing equipment, data or media. This Extension includes the property of others that you hold in any capacity, or for which you are responsible.

(1) Coverage under this Extension includes:

- (a) Personal computers, electronic data processing and word processing equipment, including their component parts;
- (b) Data stored on the media, including facts, concepts, computer programs and instructional vehicles used in your data processing systems as well as accounts, bills, evidences of debt, valuable papers and records, abstracts, deeds, manuscripts or other documents in data processing media form; and
- (c) Media on which data is stored.

(2) We will not cover the following kinds of equipment, data or media:

- (a) Any data or media for which duplicates or replacements do not exist; or

(b) Property rented or leased to others while away from the described premises.

(3) Personal Computers, EDP Equipment, Data or Media loss payment will be determined as follows:

(a) Equipment. We will pay the least of the following amount:

- (i) The cost of reasonably restoring that property to its condition immediately before the loss or damage; or
- (ii) The cost of replacing that property with identical property.

However, when repair or replacement with identical property is not possible, we will pay the cost to replace that property with similar property capable of performing the same functions. If not repaired or replaced, the property will be valued at its actual cash value.

(b) Data. We will pay up to the actual cost incurred of reproducing the data or \$5,000, whichever is less.

(c) Media. We will pay to repair or replace the media with material of the same kind and quality.

The most we will pay under this Extension is \$25,000 but if the equipment, data or media is lost or damaged while in transit or on a vehicle the most we will pay is \$2,500.

**i. Consequential Loss**

(1) We will pay for the consequential loss to undamaged Business Personal Property that is part of:

- (a) your product; or
- (b) any product in your care, custody or control

which has become unmarketable as a complete product, because of covered direct physical loss or damage to Business Personal Property which is part of the same product.

(2) The most we will pay for loss or damage under this Extension is \$10,000 at each premises shown in the Declarations.

This Additional Coverage applies only when you have purchased a Limit Of Insurance for Business Personal Property.

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- (3) Paragraph 2. b. Consequential Losses of B. Exclusions does not apply to this Coverage Extension.

**J. Fine Arts**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to "fine arts" that are your property or the property of others in your care, custody or control.

As used in this extension, "fine arts" means paintings, etchings, pictures, tapestries, art, glass windows, valuable rugs, statuary, marble, bronze, antique silver, manuscripts, porcelain, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.

- (2) The value of "fine art" will be the market value at the time of loss or damage.

The most we will pay for loss or damage under this extension is \$10,000 at each premises shown in the Declarations.

Our payment for loss of or damage to the property of others will only be for the

account of the owner of the property.

- (3) If the Fine Arts Coverage Form is attached to the policy, the coverage provided under this extension is excess.

17. Item 2. of C. Limits of Insurance is deleted and replaced with the following:

2. The most we will pay for loss of or damage to outdoor signs is the greater of:

- a. \$5,000 per occurrence; or
- b. The Limit of Insurance for Outdoor Signs shown in the Declarations.

18. Paragraph c. of 4. Employee Dishonesty in G. Optional Coverages is deleted and replaced with the following:

- c. The most we will pay for loss or damage in any one occurrence is the greater of:

- (1) \$10,000; or
- (2) The Limit of Insurance for Employee Dishonesty shown in the Declarations.

19. Item 5. Mechanical Breakdown of G. Optional Coverages is deleted in its entirety.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

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AUTHORIZED REPRESENTATIVE

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09/26/2002  
DATE

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## DEATH CARE SERVICES BUSINESSOWNERS SUPPLEMENTAL DECLARATIONS

These Supplemental Declarations form a part of policy number 3XZ17069401

### FORM OF BUSINESS

☐ Individual      ☐ Partnership      ☐ Joint Venture      ☐ Limited Liability Company  
☒ Organization, including a Corporation (but not including a Partnership, Joint Venture, or Limited Liability Company)

### DESCRIBED PREMISES

Prem.#	Bldg.#	Location
1	1	2201 AVENUE Z BROOKLYN NY 11235
Prem.#	Bldg.#	Mortgageholder Name and Address

PROPERTY COVERAGE    ☐ Standard Form    ☒ Special Form

### BUILDINGS

Actual Cash Value - Buildings Option (Y/N)

Automatic Increase - Building Limit

### BUSINESS PERSONAL PROPERTY

Equipment Breakdown

### BUSINESS INCOME/EXTRA EXPENSE

### BUILDINGS

Actual Cash Value - Buildings Option (Y/N)

Automatic Increase - Building Limit

### BUSINESS PERSONAL PROPERTY

Equipment Breakdown

### BUSINESS INCOME/EXTRA EXPENSE

### LIMITS OF INSURANCE

Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.
1	1						
\$ N/A		\$		\$		\$	
N							
%		%		%		%	
\$ 117,360		\$		\$		\$	
117,360							
\$ 398,000		\$		\$		\$	
Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.
\$		\$		\$		\$	
%		%		%		%	
\$		\$		\$		\$	
\$		\$		\$		\$	

### PROPERTY COVERAGE DEDUCTIBLE

The Deductible is: \$ 500      Exceptions:

The Optional Coverage/Exterior Building Glass Deductible is: \$

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**COVERAGE LIMITS OF INSURANCE** - If an "X" is shown in a box below, the limits of insurance for that coverage are increased to the amounts shown.

- ☐ Accounts Receivable  
☐ Valuable Papers and Records  
☐ Forgery and Alteration

LIMITS OF INSURANCE							
Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.
\$		\$		\$		\$	
\$		\$		\$		\$	
\$		Any Loss					

The Property Coverage Deductible applies to the above Coverage Extensions

**Additional Coverages - Exterior Building Glass - Tenants Exterior Building Glass**

Location: \_\_\_\_\_ Limit of Insurance: \$ \_\_\_\_\_

**OPTIONAL COVERAGES - Applicable only if an "X" is shown in the boxes below and only for the Premises/Buildings shown:**

- ☒ Exterior Glass  
☐ Basement/ground floor level  
☐ All Floors  
☐ Burglary & Robbery (Standard Form only) or  
☒ Money & Securities (Special Form only)  
☒ Outdoor Signs  
☐ Employee Dishonesty  
☐ Other (Specify) \_\_\_\_\_

LIMITS OF INSURANCE							
Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.
001	001						
50FT. PREMIUM \$90							
\$ 10,000 Inside		\$ Inside		\$ Inside		\$ Inside	
\$ 2,000 Outside		\$ Outside		\$ Outside		\$ Outside	
\$ 10,000		Per Occurrence					
\$		Per Occurrence					

**BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE**

Liability and Medical Expenses

Fire Legal Liability

Aggregate Limits

LIMITS OF INSURANCE	
\$ 1,000,000	Any One Occurrence, Person or Organization
\$ 10,000	Any One Person Medical Expense
\$ 50,000	Any One Fire or Explosion
Per Aggregate Limits Clause	

**OPTIONAL LIABILITY COVERAGES - Applicable only if an "X" is shown in the boxes below:**

- ☒ Death Care Services Professional Liability  
☐ Garagekeepers Coverage  
☐ Employers Liability - Stop Gap

LIMITS OF INSURANCE	
\$ 1,000,000	Each Professional Incident
\$ 2,000,000	Aggregate
\$ 1,000	Deductible Each Professional Incident
Per Garagekeepers Coverage Endorsement	
Per Employers Liability Insurance Stop Gap Coverage Endorsement	

**FORMS AND ENDORSEMENTS** (other than applicable forms and endorsements shown elsewhere in the policy) applying to and made a part of this policy at time of issue.

See Attached Schedule Of Forms And Endorsements.

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ENDORSEMENT NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
3XZ17069401	08	01	2002	A.M.		ENGLISH BROTHERS FUNERAL HOME INC.	THE WHITMORE GROUP LTD. 430156

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EQUIPMENT BREAKDOWN ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS POLICY**

The following is added to 5. Additional Coverages of the Businessowners Special Property Coverage Form.

**Equipment Breakdown**

- (1) We will pay for loss caused by or resulting from an "accident" to "covered equipment". As used in this Additional Coverage, an "accident" means direct physical loss as follows:
- (a) mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - (b) artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
  - (c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
  - (d) loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
  - (e) loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

If an initial "accident" causes other "accidents", all will be considered one "accident". All "accidents" that are the result of the same event will be considered one "accident".

"Covered equipment" means Covered

Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

- (2) The following coverages also apply to loss caused by or resulting from an "accident" to "covered equipment". These coverages do not provide additional amounts of insurance.

**(a) Expediting Expenses**

With respect to your damaged Covered Property, we will pay, up to \$25,000, the reasonable extra cost to:

- (i) make temporary repairs; and
- (ii) expedite permanent repairs or permanent replacement.

**(b) Hazardous Substances**

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional costs to clean up or dispose of such property.

"Hazardous substance" means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

Additional costs mean those beyond what would have been required had no "hazardous substance" been involved.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain and



necessary Extra Expense you incur is \$25,000.

(c) CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional cost to do the least expensive of the following:

- (i) Repair the damaged property and replace any lost CFC refrigerant;
- (ii) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (iii) Replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur is \$25,000.

(d) Service Interruption

The insurance provided for Business Income and Extra Expense is extended to apply to loss caused by or resulting from an "accident" to equipment that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

(3) Exclusions

(a) All exclusions and limitations apply except:

- (i) Exclusions B.2.a., B.2.d. and B.2.k.(6); and
- (ii) Limitations A.4.a.(1) and A.4.a.(2).

(b) The exclusions are modified as follows:

- (i) The following is added to Exclusion B.1.g.:

However, if electrical "covered equipment" requires drying out because of the above, we will pay for the direct expenses of such drying out

subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

- (ii) As respects this endorsement only, the last paragraph of Exclusion B.2.k. is deleted and replaced with the following:

but if an excluded cause of loss that is listed in B.2.k.(1) through B.2.k.(7) results in an "accident", we will pay for the loss or damage caused by that "accident".

(e) None of the following is "covered equipment":

- (i) structure, foundation, cabinet, compartment or air supported structure or building;
- (ii) insulating or refractory material;
- (iii) sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
- (iv) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (v) excavation equipment or construction equipment;
- (vi) vehicle, aircraft, floating vessel or any equipment mounted on such vehicle, aircraft or floating vessel. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power supplier will not be considered a vehicle, aircraft or floating vessel; or
- (vii) electronic data processing equipment, unless used to control or operate "covered equipment". Electronic data processing equipment includes programmable electronic equipment that is used to store, retrieve and process data; and associated peripheral equipment.

(f) We will not pay under this endorsement for loss or damage caused by or resulting from:

- (i) change in temperature or humidity, whether or not resulting from an "accident";

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- (ii) contamination by a refrigerant resulting from an "accident"; or
- (iii) any defect, virus, loss of data or other situation within Electronic Media and Records as defined in Property Loss Conditions, Limitation - Electronic Media and Records. But if loss or damage from an "accident" results, we will pay for that resulting loss or damage.
- (e) With respect to Service Interruption coverage, we will also not pay for loss or damage caused by or resulting from: fire; lightning; windstorm or hail; explosion (except for steam or centrifugal explosion); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing or collapse.
- (f) With respect to Service Interruption coverage and Business Income and Extra Expense coverages, we will also not pay for delay in resuming operations due to the need to reconstruct or reinput data or programs on Electronic Media and Records.
- (4) Conditions
  - (a) Suspension
 

When any "covered equipment" is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment". We can do this by mailing or delivering a written notice of suspension to your address as shown in

the Declarations, or at the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment". If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

(b) Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

(c) Environmental, Safety and Efficiency Improvements.

If "covered equipment" requires replacement due to an "accident", we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

The most we will pay for loss or damage under this endorsement is the applicable Limit of Insurance shown in the Declarations. Coverage provided under this endorsement does not provide an additional amount of insurance.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

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AUTHORIZED REPRESENTATIVE

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09/26/2002  
DATE

BOP 121 (12/00)

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## DEATH CARE SERVICES PROFESSIONAL LIABILITY COVERAGE

*Various provisions in this policy restrict coverage.*

*Read the entire policy carefully to determine rights, duties and what is and is not covered.*

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - DEFINITIONS.

### SECTION I - COVERAGE

#### DEATH CARE SERVICES PROFESSIONAL LIABILITY

##### 1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "professional incident" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance applies to a "professional incident" only if it takes place:

- (1) In the "coverage territory"; and
- (2) During the policy period.

We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

b. Damages because of a "professional incident" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "professional incident."

##### 2. Exclusions.

This insurance does not apply to:

- a. Any claim in connection with which an insured has knowingly:
  - (1) Violated any law or ordinance; or
  - (2) Committed any criminal act.

This exclusion does not apply to an act:

- (1) Done in good faith; or
- (2) When requested by a public official who appears to have authority to require or permit such act.

- b. Liability assumed by the insured under any contract or agreement.
- c. Any claim in connection with an "auto," arising out of its:

- (1) Ownership;
- (2) Maintenance or use; or
- (3) Loading or unloading.

This exclusion does not apply to an incident resulting:

- (1) In injury to, or destruction of, such property that is the subject of paragraph c. of "professional incident" (SECTION V - DEFINITIONS); or

- (2) Solely in mental anguish, without bodily injury, sickness or disease.

- d. (1) Bodily injury, sickness, disease, death or mental anguish to; or

- (2) Injury to, or destruction of, the property of: any of your employees, partners, stockholders or officers arising out of and in the course of their duties as such.

- e. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

#### SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
4. All costs taxed against the insured in the "suit."
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid to others at the time of a "professional incident" to which this insurance applies.

These payments will not reduce the limits of insurance.

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## **SECTION II - WHO IS AN INSURED**

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1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Your employees, other than your executive officers, are also insureds, but only for acts within the scope of their employment by you.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the policy period, whichever is earlier; and

- b. Coverage does not apply to a "professional incident" that occurred before you acquired or formed the organization.

4. Persons or organizations included under paragraphs 1., 2. and 3. of this Section are insureds only with respect to claims arising out of a "professional incident."

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

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## **SECTION III - LIMITS OF INSURANCE**

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1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
2. The limit of insurance shown in the Declarations for each "professional incident" is the most we will pay for all damages incurred as the result of any one "professional incident."
3. The Aggregate limit shown in the Declarations is, subject to paragraph 2. of this Section, the total limit of our liability for all damages.

The limits of this Coverage Part apply separately to each consecutive annual period; and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

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## **SECTION IV - DEATH CARE SERVICES PROFESSIONAL LIABILITY CONDITIONS**

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The following conditions apply in addition to the applicable Businessowners Common Policy Conditions:

1. Bankruptcy.
 

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. Duties In the Event of Incident, Professional Incident, Claim or Suit.
  - a. You must see to it that we are notified promptly of an incident or "professional incident" which may result in a claim. Notice should include:



(1) How, when and where the incident or "professional incident" took place; and

(2) The names and addresses of any injured persons, witnesses or persons who may provide us with additional information.

b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of a "professional incident" to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an "agreed settlement" or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. This Insurance is Primary.

Our obligations are not affected unless any of the other insurance is also primary. Then, we

will share with all that other insurance by the method described in b. below.

### b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Any Other Insurance provision in the Businessowners Common Policy Conditions does not apply to this coverage part.

### 5. Premium Audit.

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations.

By accepting this policy, you agree:

a. The following are duly qualified and licensed (where required by law), in your business as a mortician, funeral director or owner or operator of a cemetery or mausoleum in the towns, cities or states in which you are authorized to do business, as shown in the Declarations:

(1) You if you are designated in the Declarations as an individual; and

(2) A partner or executive officer, if you are designated in the Declarations as, respectively, a partnership or a corporation.

b. With respect to Representation a. (2), such partner or executive officer will supervise the

embalming, care and handling of all "deceased human bodies";

- c. The statements in the Declarations are accurate and complete;
- d. These statements are based upon representations you made to us; and
- e. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. Your Consent To Claim Settlement.

- a. We will not settle any claim without the written consent of the first Named Insured.
- b. The following applies if the first Named Insured refuses to consent to any settlement that we recommend; and elects to contest the claim or continue any legal proceeding in connection with such claim:
  - (1) Our liability for the claim will not be more than the amount for which the claim could have been so settled, subject to the Limits of Insurance of this Coverage Part; plus
  - (2) The costs and expenses incurred with our consent up to the date of such refusal.

### SECTION V - DEFINITIONS

- 1. "Agreed settlement" means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.
- 2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
- 3. "Coverage territory" means:
  - a. The United States of America (including its

territories and possessions), Puerto Rico and Canada; or

- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above.

#### 4. "Deceased human body" includes:

- a. Its ashes after legal cremation; or
- b. Any part severed from a human body.

#### 5. "Insured contract" means a contract which is:

- a. Usual to the insured's business as a mortician, funeral director, or owner or operator of a cemetery or mausoleum;
- b. In connection with a "deceased human body"; and
- c. Providing for:
  - (1) Embalming;
  - (2) Handling or disposition;
  - (3) Care, custody or control;
  - (4) Burial, disinterment or removal;
  - (5) Conducting a memorial service; or
  - (6) Transportation of a body by others.

An "insured contract" does not include any promise or agreement to pay for mental anguish.

#### 6. "Professional incident" means:

- a. Any professional malpractice, error or mistake which:
  - (1) Causes:
    - (a) Bodily injury, sickness, disease, death or mental anguish, including resulting loss of services; or
    - (b) Injury to, or destruction of property of others which is not in the insured's care, custody or control, including resulting loss of use; and which
  - (2) Arises out of, with respect to a "deceased human body":
    - (a) Embalming;
    - (b) Handling or disposition;
    - (c) Care, custody or control;
    - (d) Burial, disinterment or removal;
    - (e) A memorial service conducted by the insured, whether or not a body is present; or
    - (f) Injury to, or destruction of such body; or interference with the right of burial.

- b. Any performance or nonperformance of an "insured contract," but only with respect to resulting mental anguish;
  - c. Injury to, or destruction of, property to be used for the care or burial of a "deceased human body":
    - (1) Such as urns, caskets (including linings, fittings, and cases), crypts or mausoleums; and
    - (2) Which:
      - (a) Belong to others;
      - (b) Are in the care, custody or control of the insured; and
      - (c) Are not rented to the insured; or held by the insured on consignment prior to sale.
7. "Suit" means a civil proceeding in which damages because of a "professional incident" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

**THIS COVERAGE PART IS SUBJECT TO THE FOLLOWING NUCLEAR ENERGY LIABILITY EXCLUSION:**

The following exclusion applies in addition to those stated elsewhere in this Coverage Part.

1. This insurance does not apply:
  - a. Under any Liability coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - b. Under any Medical Payments coverage, to

expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

- c. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
  - (1) The "nuclear material" a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only

to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means "source material," "special nuclear material" or "by-product material";

"source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"waste" means any waste material a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for
  - 1) separating the isotopes of uranium or

plutonium, 2) processing or utilizing "spent fuel," or 3) handling, processing or packaging "waste";

- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site of which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

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AUTHORIZED REPRESENTATIVE

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DATE



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ENDORSEMENT NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
3XZ17069401	08	01	2002	A.M.		ENGLISH BROTHERS FUNERAL HOME INC.	THE WHITMORE GROUP LTD. 430156

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**DEATH CARE SERVICES PROFESSIONAL LIABILITY COVERAGE**

- A. Our obligation under this Coverage Part to pay damages on behalf of the Insured because of a "professional incident" applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to this coverage.
- B. The terms of this insurance, including those with respect to:
1. Our right and duty to defend the Insured against any "suit" seeking those damages; and
  2. Your duties in the event of an incident, "professional incident", claim or "suit" apply irrespective of the application of the deductible amount.
- C. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount paid by us.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
09/26/2002  
DATE

BOP 196 (7/01)

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**BUSINESSOWNERS**  
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## BUSINESSOWNERS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - Liability And Medical Expenses Definitions.

### A. Coverages

#### 1. Business Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury", or "advertising injury" to which this insurance does not apply. We may at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D - Liability And Medical Expenses Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

#### b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

- (b) The "bodily injury" or "property damage" occurs during the policy period.

#### (2) To:

- (a) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

- (b) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### d. Coverage Extension - Supplementary Payments

In addition to the Limit of Insurance we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- (1) All expenses we incur.

- (2) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph B.1.b.(2) of Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above are no longer met.

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**2. Medical Expenses**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the Limit of Insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**B. Exclusions****1. Applicable To Business Liability Coverage**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;

- (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
- (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or



- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the following equipment:
  - (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (b) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

**i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Professional Services**

"Bodily injury", "property damage", "personal injury" or "advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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- (8) Body piercing services; and
- (9) Services in the practice of pharmacy; but this exclusion does not apply to an insured whose operations include those of a retail druggist or drugstore.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products - completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products - completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal Or Advertising Injury**

"Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

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- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
  - (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or
  - (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
  - (6) With respect to any loss, cost or expense arising out of any:
    - (a) Request, demand or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants; or
    - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of pollutants.
- Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- q. Advertising Injury**  
 "Advertising injury" arising out of:
- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - (2) The failure of goods, products or services to conform with advertised quality or performance;
  - (3) The wrong description of the price of goods, products or services; or
  - (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

Exclusions c., d., e., f., g., h., i., k., l., m., n. and o. do not apply to damage by fire or explosion to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D., Limits of Insurance.

## 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products -- completed operations hazard".
- g. Excluded under Business Liability Coverage.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## 3. Applicable To Both Business Liability Coverage And Medical Expenses Coverage – Nuclear Energy Liability Exclusion

This insurance does not apply:

- a. Under Business Liability Coverage, to "bodily injury" or "property damage":
  - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or



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(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

"Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material:

- (a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- (b) Resulting from the operation by any person or organization of any "nuclear facility" included under Paragraphs (a) and (b) of the definition of "nuclear facility".

#### C. Who Is An Insured

##### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

##### 2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

- (1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in Paragraphs (1)(a) or (1)(b); or

- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who are pharmacists in your retail druggist or drugstore operation, they are insured with respect to their providing or failing to provide professional health care services; or

##### (2) "Property damage" to property:

- (a) Owned, occupied or used by.

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### **J. Liability And Medical Expenses Limits Of Insurance**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The most we will pay for the sum of all damages because of all:

- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
- b. "Personal injury" and "advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire or explosion is the Fire Legal Liability limit shown in the Declarations.

#### **4. Aggregate Limits**

The most we will pay for:

- a. Injury or damage under the "products - completed operations hazard" arising from all "occurrences" during the policy period is the Liability and Medical Expenses limit; and
- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is twice the Liability and Medical Expenses limit. This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire or explosion.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **E. Liability And Medical Expenses General Conditions**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### F. Liability And Medical Expenses Definitions

1. "Advertising Injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.



2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2) Your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection or engineering services.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
13. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

**14. "Products – completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

**15. "Property damage" means:**

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

**16. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:**

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**18. "Your product" means:**

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**"Your product" includes:**

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

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Rick Cullen (262) 513-3160

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**19. "Your work" means:**

- a. Work or operations performed by you or on your behalf; and**
- b. Materials, parts or equipment furnished in connection with such work or operations.**

**"Your work" includes:**

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and**
- b. The providing of or failure to provide warnings or instructions.**